

A. G. Contract No. KR94 0355TRN
ADOT Contract No. JPA 94-26
Project No. ADOT Org 9850
Section: US-89

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF ORO VALLEY

THIS AGREEMENT is entered into 7 July, 1994,
pursuant to Arizona Revised Statute 11-952 et seq between the
STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and
through its HIGHWAYS DIVISION (the "State") and the TOWN OF ORO
VALLEY, acting by and through its MAYOR and TOWN COUNCIL (the
"Town").

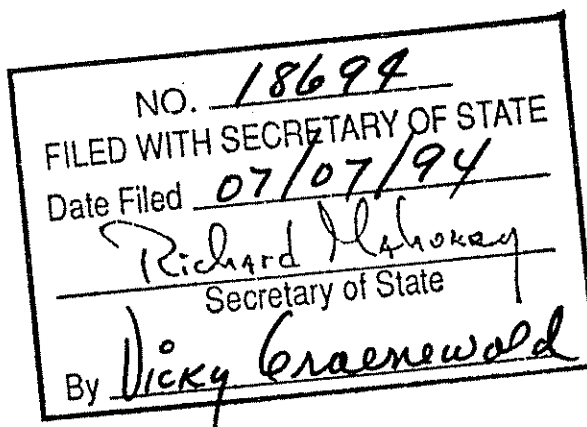
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 11-952 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. The State has an ongoing requirement for a capable
work force to perform routine highway maintenance and related
duties on US-89 in the Town. The Town desires to provide
hands-on employment training opportunities for individuals
under the control of the Town Magistrate Court, including, but
not limited to, roadway litter removal, right-of-way brush and
weed control, landscape and irrigation system maintenance,
drainage enhancements, etc.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. Provide appropriate traffic control, safety equipment, hand tools and related materials necessary to accomplish the work.

b. Identify and schedule work tasks 2 weeks in advance that will require no less than 5 laborers and 1 supervisor (a "work unit") per work day. Coordinate with Town officers and monitor the work and provide guidance. Ensure no work is performed on the traveled portions of the roadway. Inspect completed work and advise the Town of acceptability.

c. No more often than monthly, reimburse the Town for work performed at a rate of \$0.35 per labor hour (or as is reasonable and mutually agreeable in writing to the parties hereto), excluding travel time, within 30 days after receipt of invoices.

2. The Town will:

a. On an as available basis, respond to the State's work task schedule by providing confirmation of work schedules, by work units and start and completion dates to accomplish the work identified. Provide the State daily work reports on a weekly basis.

b. Routinely provide transportation to and from work sites, and food, water and sanitary facilities for the work units. Provide appropriate care for tools and equipment, maintain accountability of same, and promptly return to the State upon request.

c. Invoice the State for work performed at the rate of \$0.35 per labor hour, excluding travel time.

d. Be responsible for for all functions of public safety and security, and indemnify the State from any and all liability the State may suffer as a result of claims, demands, costs, judgements or attorney's fees arising out of the performance or nonperformance of the Town or its agents in carrying out any provisions of this agreement.

e. Remove from the work contemplated by this agreement any person who endangers other persons or property, or whose participation under this agreement is inconsistent with the best interests of the State.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

2. This agreement shall become effective upon filing with the Secretary of State, and may be amended in writing by agreement of the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Manager, Contract Maintenance Services
1655 West Jackson Street Mail Drop 118F
Phoenix, AZ 85007

Town of Oro Valley
Town Magistrate
11000 N. LaCanada Drive
Oro Valley, AZ 85737-7015

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF ORO VALLEY

STATE OF ARIZONA

Department of Transportation

By Richard S. Parker By Robert P. Mickelson
Richard S. Parker ROBERT P. MICKELSON
Mayor Chief Deputy State Engineer

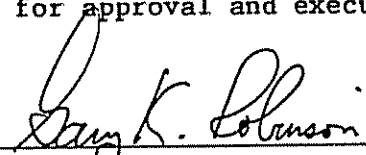
ATTEST

By Kathryn E. Cuvelier
KATHRYN CUVELIER
Town Clerk

RESOLUTION

BE IT RESOLVED on this 11th day of February 1994, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Oro Valley for the purpose of defining responsibilities for providing persons under the control of the Town Magistrate Court hands-on employment training opportunities, such as routine roadway maintenance on or along US-89 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Chief Deputy State Engineer for approval and execution.


For: LARRY S. BONINE
Director

RESOLUTION NO. (R)94-24

**RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE
STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION
PROVIDING FOR USE OF COMMUNITY SERVICE WORKERS TO
PERFORM ROUTINE MAINTENANCE DUTIES ALONG US-89.**

WHEREAS, the parties hereto are authorized pursuant to A.R.S. § 11-952 to enter into intergovernmental agreements for the provision of cooperative services; and

WHEREAS, the Arizona Department of Transportation has need for workers to perform routine maintenance and related duties along Oracle Road (US-89); and

WHEREAS, the Town of Oro Valley desires to provide employment training opportunities for individuals under the control of the Oro Valley Magistrate Court;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA:

1. That the attached Intergovernmental Agreement between the Town of Oro Valley and State of Arizona, Department of Transportation, providing for use of community service workers to perform routine maintenance duties along US-89 is hereby approved.
2. That the Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as are necessary to execute and implement the terms of said agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 1st day of June, 1994.

TOWN OF ORO VALLEY, ARIZONA

ATTEST:

Jane E. Roether, Deputy Clerk
Kathryn E. Cuvelier, Town Clerk

Richard S. Parker
Richard S. Parker, Mayor

APPROVED AS TO FORM:

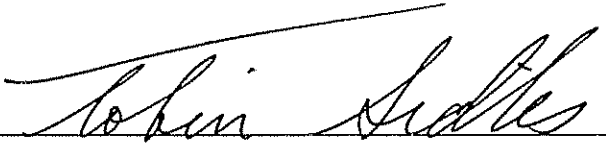
Tobin Sidles
Tobin Sidles, Town Attorney

JPA 94-26

APPROVAL OF THE ORO VALLEY TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF ORO VALLEY and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 21 day of June, 1994.



TOBIN SIDLES, Town Attorney

RESOLUTION NO. (R)94-24

**RESOLUTION OF THE TOWN OF ORO VALLEY, ARIZONA,
AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE TOWN OF ORO VALLEY AND THE
STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION
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WHEREAS, the Arizona Department of Transportation has need for workers to perform routine maintenance and related duties along Oracle Road (US-89); and

WHEREAS, the Town of Oro Valley desires to provide employment training opportunities for individuals under the control of the Oro Valley Magistrate Court;

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF ORO VALLEY, ARIZONA:

1. That the attached Intergovernmental Agreement between the Town of Oro Valley and State of Arizona, Department of Transportation, providing for use of community service workers to perform routine maintenance duties along US-89 is hereby approved.
2. That the Mayor of the Town of Oro Valley and other administrative officials are hereby authorized to take such steps as are necessary to execute and implement the terms of said agreement.

PASSED AND ADOPTED by the Mayor and Council of the Town of Oro Valley, Arizona this 1st day of June, 1994.

TOWN OF ORO VALLEY, ARIZONA

ATTEST:

Jane E. Roether, Deputy Clerk
Kathryn E. Cuvelier, Town Clerk

Richard S. Parker
Richard S. Parker, Mayor

APPROVED AS TO FORM:

Tobin Sidles
Tobin Sidles, Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0355--TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of July, 1994.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G